School of Mines – Aramark

Finance/Revenue Questions:

1. Indicate the number of billable service days for residential students dining at the dining hall each semester.

   Fall: 110 days

   Spring: 108 days
2. Indicate the current casual meal or door rates at the dining hall.
   The current agreement includes meal-plan pricing and other financial arrangements related to meal plan revenue. The campuses are not requiring proposers to replicate the current pricing structure. Proposers should clearly identify their proposed meal-plan pricing methodology, including any daily rates, commissions, fees, revenue-sharing arrangements, or retained revenue components included in their proposal.
3. Please provide the annualized sales for each of the last two years, by concept (including the dining hall), by tender type including:
   a. Cash/Credit/Debit Cards
   b. Flex / Declining Balance Dollars
   c. Campus Funds
   d. Meal Plan Equivalency / Exchange

FY26 (2025-2026)					
Dining Location	Sales: Cash/ Credit/Debit	Sales: Grubby Gold	Sales: Flex Dollars	# of Dining Hall Meal Swipes	# of Meal Exchange Swipes
Pearson Hardrocker Cafe	$ 34,835	$ 1,629	$ 56,860	218,057	
Einstein Bros Bagels	$ 150,822	$ 3,032	$ 217,801		N/A
Miner Shack/C-Store *	$ 27,724	$ 8,355	$ 271,874		N/A
24/7 Market @ Rocker Square 1	$ 15,805	$ 1,176	$ 97,204		N/A
Every Day App	**	$ 495	$ 19,222		NA
FY25 (2024-2025)					
Dining Location	Sales: Cash/ Credit/Debit	Sales: Grubby Gold	Sales: Flex Dollars	# of Dining Hall Meal Swipes	# of Meal Exchange Swipes
Pearson Hardrocker Cafe	$ 41,327	$ 3,726	$ 58,186	209,418	
Einstein Bros Bagels	$ 150,688	$ 5,109	$ 265,888		N/A
Miner Shack/C-Store	$ 68,744	$ 5,195	$ 303,271		N/A
24/7 Market @ Rocker Square 1	$ 34,077	$ 3,582	$ 143,948		N/A
Every Day App	**	$ 1,047	$ 26,155		NA

* In March 2026, Mines Mashgin was established. Sales: Cash/Credit/Debit for these are held by current dining contractor.

** Information is not available.

4. Please provide the annualized transaction count of meals used in the dining hall.

   July 1-June 30 2024-2025 - 209,397 (for when swipes were working and used – board only)

   July 1-June 30 2025-2026 – 215,956 (for when swipes were working and used – board only)

5. In the RFP, Appendix E, it states that from July 2025 to May 2026, Catering sales were $330K. However, the chart lists FY26 as $207K. Can you clarify the difference?

   The FY26 number shown in the chart was added later and reflects only a portion of the total catering sales for FY26. The correct total for catering sales for FY26 is $335,304.54. We will update the RFP documentation via an amendment to reflect this correction.

6. Does the current contract provide commissions on revenue? If so, please indicate by revenue stream the percentages.

The current agreement includes certain commissions, fees, and retained revenue arrangements associated with specific revenue streams. Rather than requiring proposers to match the existing financial structure, the campuses are seeking each proposer's recommended financial model, including any commissions, revenue sharing, fees, or other financial arrangements proposed as part of its response.

7. Does the current contract have a daily rate by meal plan or are commissions provided on meal plans? What are the daily rates if so?

   The current agreement includes meal-plan pricing and other financial arrangements related to meal plan revenue. The campuses are not requiring proposers to replicate the current pricing structure. Proposers should clearly identify their proposed meal-plan pricing methodology, including any daily rates, commissions, fees, revenue-sharing arrangements, or retained revenue components included in their proposal.

8. What are the other In-Kinds/Funds/Contributions/Donations/Scholarships being provided currently that you wish to continue?

   The institutions currently benefit from various vendor-supported programs and investments that may differ by campus and contract year – however information regarding contributions, scholarships, sponsorships, capital investments, donations, and other in-kind support provided under the current agreement will not be disclosed. Proposers should describe any value-added services, financial contributions, scholarships, capital commitments, sponsorships, or other benefits they are proposing as part of their response.

9. Please clarify the amortization funds listed in the RFP.
   The institutions currently benefit from various vendor-supported programs and investments that may differ by campus and contract year – however information regarding contributions, scholarships, sponsorships, capital investments, donations, and other in-kind support provided under the current agreement will not be disclosed. Proposers should describe any value-added services, financial contributions, scholarships, capital commitments, sponsorships, or other benefits they are proposing as part of their response.

10. We understand there was a tax issue during the last RFP process. Please clarify the issue so we do not repeat the same situation.
    During the last procurement process, there was confusion regarding the treatment of sales tax within the pricing submitted by respondents. To avoid a similar issue, all pricing provided in proposals should include any applicable sales tax and be presented as the final price that would be charged to students. The universities will not add sales

tax to the prices proposed by the vendor. Therefore, vendors must clearly identify any sales tax assumptions included in their pricing and specify their responsibility for calculating and remitting applicable taxes. All tax-related assumptions should be clearly documented to ensure proposals can be evaluated on a consistent basis and that the resulting agreement accurately reflects the parties' intent. For clarity, Flex Dollars are subject to sales tax at the point of sale and are taxed separately by the food service provider when purchases are made.

HR

1. Is there a union, and if so, please provide a copy of the collective bargaining agreement.
2. How many employees – full and part time are on staff?
3. How many student employees?

The requested human resources and employee information is not available to the University. The employees are employed by the current dining services contractor, and these records are maintained by that contractor. Therefore, the University is unable to provide the requested information.

Technology

1. What Patron Management system is on campus? Does the incumbent manage the relationship and meal plan enrollment or does the University?
   The University's current point-of-sale (POS) provider is Transact/Illumia. The POS system is owned, managed, and supported by the University.

2. If there are additional cabling needs for data and power, are those handled by facilities, a preferred vendor, or your chosen partner?

   On Campus, power is handled by facilities, off campus 3rd party. On campus network, if enough lead time is provided, (Lead Time of 1+ month and we have a break that student workers can perform the work) ITS handles data cabling. Otherwise, we will contract that out to a 3rd party.

3. Can you please elaborate on the technology concerns with the R365 machines?

   There are no technology concerns for the location, except that location has commercial internet provided by a local ISP instead of being connected to the school's main internet backbone. Results in lower internet speeds/bandwidth available and no access to devices on campus behind the campus firewall.

Misc.

1. Please provide a copy of the SDBOR terms and conditions as referenced in the RFP.

   See Attachment I (next page)

ATTACHMENT I

1.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

1.1 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.

1.2 The Contractor's services under this Agreement shall commence on ___________________ and end on ____________________, unless sooner terminated pursuant to the terms hereof.

1.3 The Contractor will not use State equipment, supplies or facilities. The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

1.4 The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed $________________. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with SDCL ch. 5-26.

1.5 The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

1.6 The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than $1,000,000.00.

C. Business Automobile Liability Insurance:

The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than $1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

D. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the State.

1.7 While performing services hereunder, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1.8 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.

1.9 This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

1.10 This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

1.11 This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

1.12 This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

1.13 The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

1.14 The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

1.15 Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.

1.16 The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

1.17 Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to ___________________ on behalf of the State, and by ________________, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

1.18 In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

1.19 All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.